

Apr. 13. 2015 3:39PM

No. 7703 P. 3/5

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 7 Direct Insurance Company

## UNITED STATES DISTRICT COURT

## DISTRICT OF NEVADA

TYLOR PEREZA,

Plaintiff,

Case No: 2:15-cv-00077-JCM-VCF

vs.

14 PROGRESSIVE DIRECT INSURANCE CO.;  
 (a foreign corporation) and DOES 1 through  
 10, inclusive, and ROE CORPORATIONS 1  
 15 through 10, inclusive.,

Defendants.

**STIPULATION AND ORDER FOR  
 DISMISSAL OF EXTRA-CONTRACTUAL  
 (BAD FAITH AND PUNITIVE DAMAGES)  
 CLAIMS AND TO REMAND MATTER TO  
 STATE COURT AND FILE AN AMENDED  
 COMPLAINT ACCORDINGLY**

17 IT IS HEREBY STIPULATED by and between Plaintiff, TYLOR PEREZA, by and through  
 18 his attorney of record, NADIA VON MAGDENKO, ESQ. of von MAGDENKO AND  
 19 ASSOCIATES, PLLC, and Defendant, PROGRESSIVE DIRECT INSURANCE COMPANY  
 20 ("PROGRESSIVE"), by and through its attorney, RYAN L. DENNETT, ESQ., of the law firm of  
 21 DENNETT WINSPEAR, LLP, that Plaintiff's claims for extra-contractual (bad faith), punitive  
 22 damages, and any other claims involving claims outside of the contractual relationship between  
 23 PROGRESSIVE and TYLOR PEREZA are hereby dismissed, with prejudice.

24 IT IS FURTHER STIPULATED and agreed that this matter be remanded, by agreement,  
 25 for resolution of solely the contractual claims to Nevada State Court for further resolution, and  
 26 Plaintiff will then file an Amended Complaint devoid of any averments or claims for any extra-  
 27 contractual (bad faith), punitive damages, and/or any other claims involving claims outside of the  
 28

**DENNETT WINSPEAR**  
 ATTORNEYS AT LAW

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1 contractual relationship between Progressive and Tylor Perez and Defendant will file an Answer  
2 thereto.

3 Both sides acknowledge that each side will bear their own attorneys' fees and costs as it  
4 relates to the litigation thus far completed, and that further orders and decisions shall be entered  
5 and effective through the Nevada State Court upon remand.

6 DATED this 14<sup>th</sup> day of April, 2015.

7 von MAGDENKO & ASSOCIATES, PLLC

DENNETT WINSPEAR, LLP

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27 Direct Insurance Company

18 ORDER

19 Good cause appearing therefore, IT IS SO ORDERED.

20  
21 DATED April 29, 2015.

22  
23 James C. Mahan  
24 UNITED STATES DISTRICT JUDGE

DENNETT WINSPEAR  
ATTORNEYS AT LAW

1 Submitted by:  
2 DENNETT WINSPEAR, LLP

3 By Math #11311  
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9 **PROGRESSIVE DIRECT**  
**INSURANCE COMPANY**

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